



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WASTE MANAGEMENT

SURETY BOND ENDORSEMENT
Replacement Bond

It is agreed and understood by the Principal and Surety, on Surety Bond No. 017025568 dated March 23, 2012, to which this Endorsement is attached and intended to become a part of, that said bond is submitted as bond required by and pursuant to Permit No. PAD980550594 issued on July 6, 1990 and that the attached Surety Bond assumes and covers any (original permit date) and all liability and obligations accrued and to be accrued under the law (as defined in the attached bond), from the date of the issuance of the original permit until such time as the Commonwealth shall release, in writing, such liability and obligations. It is specifically agreed and intended that the aforesaid replacement Surety Bond is retroactively effective from the date of the issuance of the original permit.

It is understood that the attached Surety Bond replaces existing Corporate Guarantee (collateral or surety) bond(s) dated March 29, 2011 and that in consideration of the pledge and Deposit of the attached Surety bond, the Commonwealth will release the existing bond(s) of the permittee.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, sign, seal and deliver this Endorsement, this _____ day of April, 2018

ATTEST OR WITNESS:

Principal: Energy Transfer Partners, L.P.
(Print Name)

By: Energy Transfer Partners GP, L.P., its Sole General Partner

By: Energy Transfer Partners, L.L.C., its Sole General Partner

Thomas E. Long, Chief Financial Officer
(Title) (Seal)

By: _____
(Title)

ATTEST OR WITNESS

Surety: Liberty Mutual Insurance Company
(Print Name)

By: _____
(Title) (Seal)

By: _____

(Title)



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WASTE MANAGEMENT

7C-K-1

Date Prepared

I.D. Number

SURETY BOND
For A Waste Management Facility

To be completed by Permittee/Operator:

Name of Facility: Sunoco (R&M), LLC f/k/a Sunoco, Inc.
(R&M) – Marcus Hook Industrial Complex (Middle Creek)

Address: 2nd & Green Streets

Marcus Hook, PA 19061-0835

Municipality: Marcus Hook

County: Delaware

Type of Facility: Check one:

☒ Hazardous

☐ Municipal

☐ Residual

☐ Other (describe) _____
(Describe facility type/activity)

Department Use Only:

Solid Waste Permit No.: _____

Date of Permit Issuance: _____

Permit Acreage: _____

Purpose: Check one:

(1) Operation and Closure of a Waste Management Facility

☐ (a) Initial Bond

☐ (b) Repermit of Existing Facility

☐ (c) Additional Bond

☒ (d) Replacement Bond

☐ (e) Change of Ownership

☐ (f) Application for Mobile Processing facility permit

(2) Closure of a Waste Management Facility

To be completed by Surety Company:

Bond No.: 017025568

WHEREAS, Sunoco (R&M), LLC f/k/a Sunoco, Inc. (R&M), (1) a Corporation,
(Name of Permittee, or Operator)

incorporated under the Laws in the State of Pennsylvania

or (2) N/A, with its principal place of
(Individual, Limited Liability Company, Limited/General Partnership, Registered Fictitious Name Business)

business at N/A
(Address)

or (3) N/A has (1) filed application for permit(s); or (2) executed
(municipality or municipal authority)

a N/A (hereinafter "Agreement") dated N/A
(Consent agreement/consent decree/consent adjudication) (date of agreement)

with the Commonwealth of Pennsylvania, Department of Environmental Protection (hereinafter referred to as the "Department"), or (3) has been ordered by the Department, under the provisions of the "Pennsylvania Solid Waste Management Act", Act of July 7, 1980, No. 97, as amended (hereinafter "Act 97") for the purpose, as indicated above of either (1) the operation and closure or (2) closure of a waste management facility which will affect 2.27
(Acreage to be Under Permit or as Referenced by Order/Agreement, etc)

acres of land owned by Sunoco (R&M), LLC in
(Name of Landowner)

Marcus Hook
(Name of Municipality)

Delaware County, Pennsylvania (hereinafter referred to as "facility").
(Name of County)

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that we, Energy Transfer Partners, L.P., on behalf of its indirect subsidiary Sunoco (R&M), LLC,
(Name of Principal)

as principal, and

Liberty Mutual Insurance Company, a corporation of the State of
Massachusetts, licensed to do business in the Commonwealth of Pennsylvania, and
with its principal place of business at 175 Berkeley Street, Boston, MA 02116
(Address)

_____, as surety,

and intending to be legally bound hereby, are held and firmly bound unto the Department, in the just and full sum of
Thirteen Million Three Hundred Thirty-eight Thousand Two Hundred Seventy-two and 00/100 (\$13,338, 272) Dollars,
(Written Dollar Amount) (Numerical Dollar Amount)

to the payment whereof, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators assign and successors, firmly by these presents:

NOW THE CONDITION OF THIS OBLIGATION is such that if the operator shall faithfully perform all of the requirements of (1) of the Act of Assembly approved July 7, 1980, P.L. 380, known as the "Solid Waste Management Act"; (2) the Act of Assembly approved June 22, 1937, P.L. 1987, as amended, known as "The Clean Streams Law"; (3) the Act of Assembly approved January 8, 1960, P.L. 2119, as amended, known as the "Air Pollution Control Act"; (4) the applicable provisions of the Act of Assembly approved November 26, 1978, P.L. 1375, as amended known as the "Dam Safety and Encroachments Act"; (5) the applicable provisions of the Act of Assembly approved May 31, 1945, P.L. 119, as amended, known as the "Surface Mining Conservation and Reclamation Act"; (6) the Act of Assembly approved July 28, 1988, P.L. 556, known as the "Municipal Waste Planning, Recycling and Waste Reduction Act"; (7) the rules and regulations promulgated thereunder; (8) the provisions and conditions of the permits issued thereunder the designated in this bond; (9) any agreement with or order of the Department, and (10) such amendments or additions to the acts, regulations, terms and conditions of the permits, and orders of the Department as may hereinafter be lawfully made (all of which are hereinafter referred to as the "law"), then this obligation shall be null and void, otherwise to be and remain in full force and effect.

LIABILITY UPON THIS BOND shall be for the amount specified herein. Liability upon this bond shall be continuous from the initiation of operations at the facility, and shall continue for the duration of the processing and/or disposal of solid waste at the aforesaid facility and for a period of ten (10) years after approved final closure of the site, unless released in whole or in part by the Department, in writing, prior thereto as provided by the law. In the event any environmental damage is caused by the principal in violation of the aforementioned law, then the bond shall not be released, but the liability under this bond shall continue until such environmental damage is corrected and the site restored to a condition of compliance with the aforementioned law. This bond shall be in default if the Principal fails, refuses or is unable to complete restoration work as directed, in writing, by the Department. Liability upon this bond shall extend to the entire facility. It is agreed and understood by the Surety and the Principal that this bond covers and includes any and all liabilities and obligations under the aforementioned law which accrued on the permit site prior to the issuance of Permit No. PAD980550594, as well as any and all liabilities and obligations of the Principal to be accrued under the law from the date of issuance of the Permit until such times as the Department shall release, in writing, such liabilities and obligations.

It is acknowledged and agreed by the parties that the liability upon this bond is a penal sum, and as such the Commonwealth retains an interest in such guarantee, which interest may not be affected by bankruptcy, insolvency, or other financial incapacity of the Principal on the bond until release of such liability as provided by the law.

UPON THE HAPPENING OF ANY DEFAULT of the provisions, conditions and obligations assumed under this bond and the declaration of a forfeiture by the Secretary, or his designee, the period for appeal provided by law having expired, the Principal and the Surety hereby authorize and empower the Attorney General of the Commonwealth of Pennsylvania, or any other attorney of any court of record in Pennsylvania, or elsewhere, by him deputized for the purpose, to appear for and confess judgement against the principal and/or the surety, their successors or assigns, in favor of the Commonwealth of any sum or sums of money which may be due hereunder, with or without defalcation or declaration filed, with interest and costs, with release of errors, without stay of execution and with ten (10%) percent added for collection fees, and for the exercise of this power, this instrument, or a copy thereof, any rule of court to the contrary notwithstanding, shall be full warrant and authority. This power shall be inexhaustible. The surety and principal are jointly and severally liable for payment of the bond amount, which shall be confessed to judgement and execution upon forfeiture.

The principal and surety further agree that execution may issue upon judgement so confessed for the full amount of money and accrued interest that is owing from the principal and/or the surety to the Commonwealth, with costs and collection fee upon filing information in writing in the court when such judgement shall be entered.

Full payment shall be made under the bond within 30 days of receipt of the Department's declaration of forfeiture by the surety.

The surety may cancel the bond by sending written notice of cancellation to the Department and the principal on the bond, only under the following conditions:

The notice of cancellation shall be sent by certified mail, return receipt requested. Cancellation may not take effect until 120 days after receipt of the notice of cancellation by the Department and the principal on the bond as evidenced by return receipts.

Within 30 days after receipt of a notice of cancellation, the Principal shall provide the Department with a replacement bond as defined by the law. If the Principal fails to submit a replacement bond acceptable to the Department within the 30 day period, the Department will issue a notice of violation to the Principal requiring that the bond be replaced within 30 days of the notice of violation. If the bond is not replaced within the 30 day period, the Department may issue a cessation order for permits of the Principal and related parties, and thereafter take action as may be appropriate.

Failure of the Principal to submit a replacement bond within 30 days after the notice of violation constitutes grounds for forfeiture of the bond, and other bonds submitted by the Principal, under the law. If the Department declares the bond forfeited before the expiration of the 120 day period, the notice of cancellation is null and void.

FURTHER, the principal and the surety agree that their liability hereunder shall not be impaired or affected by (a) any renewal or extension of the time for performance of any of the provisions, conditions or obligations upon which this bond is conditioned, or (b) any forbearance or delay in declaring this bond to be forfeited or in enforcing payment on this bond. The surety hereby waives any right to cover or perform the obligations of the principal upon the principal's default provided however, that the Department may, in writing, authorize the surety to cover such defaulted obligations if the Department determines that it is in the Department's interest to do so.

FURTHER, the Surety agrees that any collateral held by it as security for its indemnification with respect to this bond is held by the Surety as a trust on behalf of the Department to assure the liabilities and obligations secured by this bond will be performed, fulfilled and complied with. The Surety hereby agrees that, upon its cessation in business, insolvency or bankruptcy, all of its right, title and interest in such collateral shall immediately vest in the Department such that the Department has full ownership thereof.

FURTHER, the Principal and the Surety agree that their liability hereunder shall not be impaired or affected by (a) any renewal or extension of the time for performance of any of the provisions, conditions or obligations upon which this bond is conditioned, or (b) any forbearance or delay in declaring this bond to be forfeited or in enforcing payment on this bond.

FURTHER, the Department reserves the right to require additional bonding from the Principal, as provided by law, which shall be a supplement to and augment the bond liability provided herein. The Department may release, in writing, a portion of the amount of liability provided in this bond for partial completion of the provisions, conditions and obligations assumed by the Principal herein; as may be authorized by the law, and such amount released shall be a credit upon the total amount of this bond. Nothing herein shall limit or preclude the Department from seeking to enforce any remedy, in addition to the forfeiture of this bond, which may be authorized or provided by law.

IN WITNESS WHEREOF, the principal and surety have hereunto set their hands and seals, intending to be legally bound hereby, this _____ day of April _____, 2018.

Principal: Energy Transfer Partners, L.P., on behalf of Sunoco (R&M), LLC, its indirect subsidiary

(Print Name of Permittee/Operator)

Affix Corporate Seal Here:

Attest or Witness:

Energy Transfer Partners, L.P.

By: Energy Transfer Partners GP, L.P., its Sole General Partner

By: Energy Transfer Partners, L.L.C., its Sole General Partner

(Print/Type Name)

By: Thomas E. Long, Chief Financial Officer
(Print/Type Name and Title)

(Signature of Above)

(Signature of Above)

(Print/Type Name)

By: Matthew S. Ramsey, Manager/Director
(Print/Type Name and Title)

(Signature Above)

(Signature Above)

Surety: Liberty Mutual Insurance Company

(Print Name)

Affix Corporate Seal Here:

Attest or Witness:

(Print/Type Name)

By: _____
(Print/Type Name and Title)

(Signature of Above)

(Signature of Above)

(Print/Type Name)

By: _____
(Print/Type Name and Title)

(Signature Above)

(Signature Above)

Pennsylvania Resident Agent

(Signature)

(Print/Type Name)

Approved as to legality and form;

Approved for the Department:

PRE-APPROVED OAG

3/22/99

Office of Attorney General

(Type Name and Title)

(Signature of Above)

(Chief Counsel/Assistant Counsel)
Department of Environmental Protection

(Date)